

ORDER FOR SUPPLIES OR SERVICES				PAGE 1 OF 25	
(BLANKET PURCHASE AGREEMENT FOR AUTOMATED CONTRACTING – 2000 EDITION)					
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503. Please <b>DO NOT RETURN your form to either of these addresses. Send your completed form to the procurement official identified in item 6.</b>					
1. CONTRACT/PURCH ORDER NO. <b>SP00500-03-A-B-</b>		2. DELIVERY ORDER NO.		3. DATE OF ORDER	
				4. REQUISITION/PURCH REQUEST NO. <b>As set forth in each call</b>	
				5. THIS CONTRACT IS A RATED ORDER <small>UNDER DPAS (15 FEB 700)</small> RATING <b>DO (See Page )</b>	
6. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092 ATTN: DSCP- TELEPHONE: (215) 737-		CODE SC0500  DSCP FACSIMILE NO. (215)737-		7. ADMINISTERED BY (if other than block 6) CODE  <b>SEE BLOCK 6</b>	
				8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR  NAME AND ADDRESS		CODE  FACILITY CODE		10. DELIVER TO FOB POINT BY Date as specified in each call	
				11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN - OWNED	
				12. DISCOUNT TERMS	
				13. MAIL INVOICE TO:  <b>SEE BLOCK #15</b>	
14. SHIP TO <input checked="" type="checkbox"/> DO NOT SHIP TO DSCP <b>TO BE SET FORTH IN EACH BPA CALL.</b>				15. PAYMENT WILL BE MADE BY CODE  DFAS – Columbus Center ATTN: DFAS-CO-SEI P.O. Box 182317 Columbus, OH 43218-6238	
16. TYPE OF ORDER DELIVERY <input type="checkbox"/> PURCHASE <input type="checkbox"/>		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.  Reference your _____ furnish the following on terms specified herein.			
ACCEPTANCE: THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.					
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE	
				DATE SIGNED	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:					
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE KG: 97X4930.5CK0 01 O.C. 26 S33150				TRANSPORTATION COSTS OF GBLs (if required) WILL BE CHARGED TO: KG: 97X4930.5CK0 01 O.C. 22.1 S33150	
18. <b>NOTICE:</b> The clauses in this order are either printed in full or included by reference to the Federal Acquisition Regulation (FAR), the DoD FAR Supplement (DFARS), or the DISC Master Document - DISC Form 2500D, Dec 1998. Each of the clauses incorporated by reference shall have the same force and effect as if set forth in full. The DISC Master Document may be obtained from the DSCP web site: <a href="http://131.82.2413/contract/discmast.htm">http://131.82.2413/contract/discmast.htm</a> .					
19. Remarks  <div style="text-align: center; font-weight: bold; font-size: 1.2em; margin: 20px 0;">Blanket Purchase Agreement for Automated Contracting</div> <p>For acquisition of miscellaneous supplies required by Defense Supply Center Philadelphia to order during the period _____ through_30 September 2003.</p> <p>The 7th and 8th spaces of the number of this Blanket Purchase Agreement (Shown in block 1) represents the last two digits of the current fiscal year. The number in said two spaces shall automatically be updated (without issuances of modification) on the 1st day of October of each year to reflect the then current fiscal year provided that this agreement was not previously terminated. The updated number of this Blanket Purchase Agreement will be shown for all calls placed hereunder during the then existing fiscal year. The numbering of the first call issued after each fiscal year change will revert to 0001. This does not, in any way, modify the termination provisions contained elsewhere in this agreement.</p>					
20. UNITED STATES OF AMERICA					21. TOTAL
BY: _____					CONTRACTING /ORDERING OFFICER

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**Revision Sept. 2002**

## **REPRESENTATIONS AND CERTIFICATIONS**

The vendor represents and certifies:

### **FAR 52.219-1 Small Business Program Representations ( April 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is

----- ( insert NAICS code);

(2) The small business size standard is \_\_\_\_\_(insert size standard);

(3) The small business size standard for a concern which submits an offer in it's own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of it's offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision ). The offeror represents as part of it's offer that it [ ] is, [ ] is not a small disadvantaged business concern.

(3) ( Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a woman-owned small business concern as defined in 13 CFR 124.1002.

(4) ( Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of it's offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) ( Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that --

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership or control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision

“Service-disabled veteran-owned small business concern”-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

“ Small business concern,” means a concern, including its affiliates, that is independently owned and operated , not dominant in the field of operation in which it is bidding on Government contracts , and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran -owned small business concern “ means a small business concern –

- (1) Not less than 51 percent of which is owned by one or more veterans ( as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business , not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women –owned small business concern,” means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. If this solicitation is for supplies and has been set aside , in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

- (1) Under 15 U.S.C. 645 (d), any person who misrepresents a firm’s status as a small, small disadvantaged , or woman- owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment;
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

- \_\_\_\_\_ Black American.
- \_\_\_\_\_ Hispanic American.
- \_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- \_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- \_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- \_\_\_\_\_ Individual/concern, other than one of the preceding.

## **FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject the Equal

Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

This clause applies only at the point where the aggregate of calls under this BPA exceeds \$10,000.00 in a twelve month period. However, the contractor is encouraged to provide the requested information now to avoid delays in issuing calls that will cause the aggregate dollar value to exceed \$ 10,000.00 in a twelve month period. No such calls will be issued until the contractor has provided the requested information.

**FAR 52.222-25 Affirmative Action Compliance (Apr 1984)**

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**NOTE: OFFEROR REPRESENTS THAT IT ☐ HAS, ☐ HAS NOT, 50 OR MORE EMPLOYEES.**

**This clause applies only at the point where the aggregate of calls under this BPA exceeds \$10,000.00 in a twelve month period . However, the contractor is encouraged to provide the requested information now to avoid delays in issuing calls that will cause the aggregate dollar value to exceed \$10,000.00 in a twelve month period. No such call will be issued until the contractor has provided the requested information.**

**REPRESENTATION OF AFFILIATIONS**

The contractor, by entering into this agreement, represents as follows: (i) the contractor is not affiliated with any other firm, except as listed and described in (iii) hereafter; and (ii) its owner(s) and officers are not affiliated with any other firm, by ownership, control, family relationship or other means, except as listed in (iii) hereafter; and (iii) all other firms (if any) with which the contractor, its owner(s) and officers are affiliated are listed below and described as follows:

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**DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUNE 2001)**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR)

techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1, or for the agency, by the Contracting Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

## **1. DESCRIPTION OF AGREEMENT**

a. This Blanket Purchase Agreement (BPA) is not a contract. It is a vehicle establishing the terms, conditions, and provisions applicable to the automated ordering of supplies having a value not in excess of \$25,000.00 by the Defense Supply Center Philadelphia (DSCP). In order to become a party to this BPA, the Contractor must hold a current Simplified Purchase Agreement (SPA) with DSCP as well as be registered in the Central Contractor Registration (CCR) database (see DFARS 252.204-7004, included by reference in this BPA). Ordering of supplies under this Agreement will be accomplished by means of an electronic order, designated a "Call", and Electronic Data Interchange (EDI). Calls will be issued electronically, to multiple BPA Holders, a rotating basis. The "Call" is the Government's request for a quotation. A contract will not come into existence until all of the following have occurred:

- (i) The Government has received an EDI response from the BPA Holders in accordance with Paragraph 4, Ordering Procedures
- (ii) Any and all evaluations, reviews, clarifications and adjustments have been made. [See Subparagraph (e) under Paragraph 5, "SAMMS Procurement by Electronic Data Exchange (SPEDE)"]; and
- (iii) The SPEDE Award Report Notification is transmitted to the BPA Holders who responded to the Call. To the awardee the SPEDE Award Report Notification gives rise to a legally binding, bilateral contract.

b. Calls exceeding \$2500.00 will be set aside for small businesses.

c. The Government shall be obligated only to the extent of the value of supplies delivered pursuant to, and conforming with all of the requirements of, Calls actually placed against this BPA. Further, the Government shall not be obligated to issue any Calls pursuant to this BPA.

d. This Agreement may be amended only by mutual agreement of the parties. The Government may terminate this Agreement unilaterally at any time if the parties fail to agree upon an addition, deletion, or other modification required by statute, regulation or Executive Order. Either party may terminate this Agreement upon 30-days written notice to the other party. Further, while no reason need be given for termination of this Agreement upon 30-days written notice, any number of reasons might influence the Contracting Officer to terminate, including, but not limited to, the following:

- (i) An inability of the Contracting Officer to determine (after review in accordance with paragraph 2.i) that the prices charged by the Contractor are reasonable.
- (ii) Contractor's failure to furnish (or delay in furnishing) pricing data and/or other documentation when requested by the Contracting Officer (in accordance with paragraph 2.i).
- (iii) Contractor's failure to conform to delivery schedule.
- (iv) Contractor's furnishing of non-conforming supplies.
- (v) Contractor's failure to comply with an administrative requirement of this agreement.
- (vi) Poor performance history as evidenced by the contractor's Automated Best Value System (ABVS) scores

Except as applicable to a specific Call, no termination, addition, deletion or other modification of this Agreement shall affect any Call placed prior to the date of the termination or modification.

d. DSCP will establish a data base of items which may be ordered under this Agreement from the list of those items which the Holder of this BPA has indicated in its Application or other communication that it is in a position to provide. DSCP may order any of the supplies set forth in the data base. The Contracting Officer may make adjustments to the data base of items as he or she deems warranted or appropriate.

e. Only such supplies that conform in all respects to the item description of the Call shall be delivered pursuant to the Call. The item description consists of a reference to a National Stock Number (NSN), a descriptive noun (i.e., Cap Screw, Hex Head), a specification reference or a Cage Code and Part Number reference, and Preparation For Delivery information. THE ITEM DESCRIPTION DOES NOT INCLUDE ANY NUMBERS WHICH MIGHT APPEAR AFTER A SKIPPED SPACE IN THE DESCRIPTION BLOCK. These numbers (if they appear) are reflective of unverified, unaudited CAGE Codes and their part numbers which might have been associated with the described item at one time or another. Any quotation that is based on furnishing one or more of the CAGE Code Part Numbers of such listed numbers is considered a quotation for an alternate product for which prior approval of the Contracting Officer is required, and no action shall be taken toward delivering product under the Call unless and until such approval is obtained.

f. Exact Product.

(1) Any item of product (NSN) which is identified in the item description by the name of a manufacturer(s) or other entity(ies), its(their) CAGE Code(s), and Part Number(s), including such Part Numbers as are modified by additional requirements set forth in the PID, is/are the only product(s) determined by the Government to be acceptable. Such a part numbered item is referred to as the "Exact Product" as defined in DLAD 52.217-9002, which must be manufactured by, or under the direction of, the manufacturer or other entity specified, or must have been otherwise evaluated and determined by the Government to be acceptable. For this purpose, the product of a source identified in the item description as an "approved source" or "acceptable source" is an "Exact Product". Any product not meeting the foregoing criteria is an "Alternate Product" (see following paragraph), even though it might be manufactured in accordance with the drawings and/or specifications of the manufacturer or other entity identified in the item description. EXCEPT AS OTHERWISE PROVIDED BY THE CALL, OR APPROVED BY THE CONTRACTING OFFICER, THE "EXACT PRODUCT" MUST BE FURNISHED BY THE CONTRACTOR WHEN THE ITEM OR PRODUCT IS IDENTIFIED IN THE ITEM DESCRIPTION BY THE NAME OF A MANUFACTURER(S) OR OTHER ENTITY(IES), ITS(THEIR) CAGE CODE(S), AND PART NUMBER(S). If the Contractor submits a "Bid Without

Exception”(BI), indicating that the item being supplied is in exact compliance with the solicitation requirements, this constitutes a certification that the “Exact Product”, manufactured by one of the entities cited in the PID, will be furnished under the Call.

(2) Alternate Product. If the Contractor proposes to furnish a product other than an “Exact Product”, as set forth above, it must submit a complete Technical Data Package (TDP) in support of the Alternate Product. A complete TDP consists of legible copies of all drawings, specifications, standards, or other data necessary to describe clearly the characteristics and features of the Alternate Product. The data must cover design, including materials, form, fit, function, and interchangeability, and must provide performance, inspection and testing criteria, and any other salient features of the Alternate Product. The TDP submitted must be in accordance with the Source Approval Handbook(s) published by the applicable Military Service (Engineering Support Activity). Except as approved by the Contracting Officer prior to contract, and the issuance of a Notification of SPEDE Award Report describing an Alternate Product, the delivery of an Alternate Product will be an “Unauthorized Substitution”. In addition to any criminal penalties and civil or administrative remedies that might be available to the Government, an unauthorized substitution will be grounds for rescission of the Call under which the unauthorized substitution was made and will constitute a basis for termination of this Agreement, as well as the removal of the Contractor from the SASPS I System. If the Contractor submits an “Alternate Bid”(AB), indicating that a substitute product is being offered or other variations from the solicitation’s item description are being proposed, he must provide the manufacturer’s CAGE and Part Number and/or a textual description of the item in the field entitled “Exceptions” on the quote form. Supporting technical data should be submitted off-line to the buyer designated in the solicitation. This type of quote is ineligible for an automated award under \$2500.00.

g. If the item of supply cited in the PID is described by a Military or Federal specification, the vendor is responsible for the inspection and test requirements contained in Paragraph 4 of the specification and for retention of all inspection/test results for a period of 4 years.

h. If the contractor has any questions concerning any procedure or any BPA call received, contact the DSCP Administrator of this agreement who is identified in Block 6 of Page 1. Contacting the Administrator does not in and of itself relieve the vendor from any requirement without the issuance of a formal modification.

## **2. PRICING**

NOTE: Any agreement outside the parameters of the BPA pricing clause including (but not limited to): Forward Pricing Rate Agreements (FPRAs), Price list items, Wrap Rate items, etc., supersedes this BPA pricing clause as long as this agreement is incorporated into the BPA agreement by written modification. If none of the above applies then the following terms and conditions govern all BPA pricing matters.

a. Definitions. For purposes of this “Pricing” provision, the following definitions apply:

(i) Cost of Goods Sold (COGS):

(1) Manufacturers: The cost element which includes the cost of raw materials, purchased component parts, component parts received through inter-divisional transfers, subcontracted items, or commercial items, which are to be incorporated into the end item covered by the call; it also includes freight-in costs, certification costs, manufacturing overhead, labor costs, labor overhead, and any other processing costs, such as heat treatment, plating, etc.

(2) Nonmanufacturers: The cost element which includes end item purchase costs, certification costs, freight-in costs, and processing costs, such as heat treatment, plating, etc.



(ii) Freight-In: Direct shipping costs to receive delivery of raw materials, purchased component parts, component parts received through inter-divisional transfers, subcontracted items, or commercial items, to be incorporated into the end item by a manufacturer; also, a nonmanufacturer's direct shipping cost to receive delivery of the end item that it will furnish under the call.

(iii) General and Administrative (G&A) Expense: All indirect expenses incurred to deliver the product to the Government, minus FAR unallowable costs as defined in FAR 31.201-2 and FAR 31.205.

(iv) Profit: The difference between the vendor's cost and the vendor's price.

(v) Markup: The cost element which equals the price to the Government minus the Cost of Goods Sold. Markup includes cost other than those which fall within the definition of "Cost of Goods Sold", including, but not limited to, preservation, packaging, packing, and marking, freight-out, G&A, and profit, etc.

b. Orders consummated under this agreement shall be firm fixed priced orders, subject to adjustment only as provided herein.

c. Prices charged by the Contractor for supplies ordered under this agreement must be full and complete prices. Prices must include all applicable Federal, state and local taxes, all costs or charges for preservation, packaging and packing in accordance with the cited military or commercial specifications, costs for marking, including LOGMARS bar code marking. They must also include all costs for shipping or transportation of the supplies to the designated destination, except when the call indicates that the acquisition is in support of certain Foreign Military Sales (FMS) as identified in Paragraph 11 of the BPA. In those instances, the cost for transportation is included as a separate item on the invoice. Prices must be net prices which reflect any and all volume and/or trade discounts.

d. PRICE WARRANTY - Subject to the provisions in Subparagraph g. below, and notwithstanding any price review that might be conducted by the contracting officer prior to the issuance of a call, the vendor warrants that the prices to the Government under this agreement shall be as low as, or lower than, those charged the vendor's most favored customer, in addition to any discount for prompt payment. Additionally, the vendor warrants that the prices to the Government for calls under this agreement will not exceed the manufacturer's suggested retail prices, including the cost of any standard commercial packaging, but excluding the cost of any required military packaging or LOGMARS markings or other preparation for delivery.

e. The vendor, under this Blanket Purchase Agreement, has an imposed obligation to control costs, including base costs and supplier markups. To ensure that orders issued under this agreement will result in the economical acquisition of supplies by the Government (DSCP), the vendor agrees to obtain all purchased materials and supplies in a manner which will preclude the layering of costs and markups. Layering occurs when unnecessary middlemen are involved in a transaction. BPA vendors should seek the most economical purchase prices for their parts by dealing solely with OEMs, manufacturers, or other vendors that already have existing stock. Vendors should contact the OEM directly or an authorized distributor, if the OEM does not conduct direct sales. The vendor will receive a minimum of two valid quotations for items with a competitive item description in order to ensure the most economical price for the Government. Also, to ensure the receipt of any applicable Government discount or reduced pricing benefit from its subcontractor(s), the vendor agrees to inform all subcontractors that the materials, parts, or supplies which the vendor is ordering to satisfy a call issued under this agreement are for resale to the Government (DSCP). Further, the following shall apply with respect to vendor markups related to calls placed under this agreement:

(i) A vendor markup generally will be acceptable if it is less than 30 percent of the COGS, AND is determined to be reasonable upon a review of the vendor's expenses based on audited financial statements, a Defense Contract Audit Agency (DCAA) calculated G&A rate, and a weighted guidelines profit.

(ii) DSCP will negotiate advance agreements with vendors as to markup rates, and those rates will apply until an audit/review indicates that new rates should be established.

(iii) The vendor's markup for any call shall not exceed (a) the advance agreement markup rate, if one has been negotiated and established, or (b) the flat markup of \$30.00 per call or 30 percent of the COGS, whichever is greater, unless the vendor has requested, and DSCP has granted an exception for a higher markup rate which will be applicable to that call.

f. On any particular call issued hereunder, a vendor may request an exception to the advance agreement rate or the maximum markup rate of 30 percent if the costs related to packaging and freight-out combined exceed 20 percent of the COGS. To indicate that an exception is being requested, the vendor shall list the following information in the "Message" section of SPEDE:

- COGS

- Freight-Out Costs

- Packaging Costs

- Advise whether packaging will be accomplished in-house or will be subcontracted;

- If packaging will be subcontracted, list the name and address of the packager, and indicate whether competitive quotations were sought for the packaging phase;

- If a more economical type of packaging is available and is recommended by the vendor, the vendor should submit a price based on the Government's stated requirement and an alternate price based on the more economical packaging (i.e., greater quantity per unit pack, alternate packaging material, etc.).

If the vendor requests an exception to the markup under the above provision, the buyer will perform a price analysis to determine whether the price is reasonable. If the price is determined to be unreasonable, the vendor might not be given an opportunity to requote. Further, under SPEDE, the vendor may not complete the call until notified by DSCP. If the quoted price is acceptable, the vendor will be notified by means of the SPEDE Awards Report; if the price is unacceptable, the vendor will be notified by means of the SPEDE Cancellation Report. The vendor shall not ship any supplies when it has requested an exception to the markup rate until it has received notification from DSCP that the exception is granted.

To request an exception to the 30 percent markup, the following condition must be present and the formula for calculating the allowable unit price to the Government is as follows:

Condition: Costs related to Packaging and Freight-Out combined exceed 20 percent of COGS

Calculations:

1. Contractor's Packaging and Freight-Out Costs – (0.20 x COGS) = Excess Costs for Call

2. COGS + Excess Costs = Revised COGS

### 3. Revised COGS x Allowable Markup Percentage = Allowable Price to Government

g. The vendor shall maintain records which are sufficient to support the methodology and/or rationale for the prices being charged on any particular call. A specific cost accounting system is not required by this provision. However, records and documentation, including, but not limited to, suppliers' price lists, suppliers' quotations, worksheets, purchase orders, invoices, and other records sufficient to justify the price being charged shall be maintained for a minimum period of three (3) years following the final payment under the call.

h. Whether or not a negotiated markup rate exists between the vendor and DSCP at the time a particular call is issued, the Government may conduct audits/pricing reviews subsequent to issuance of calls under this agreement. The purpose of such audits/reviews will be to ensure vendor compliance with the pricing provisions contained herein. During the course of any such review/audit, the vendor will be required to furnish complete documented pricing data in support of the prices being charged. When price justification is requested, the vendor may be required to furnish information to the Government which may include an excerpt from the manufacturer's current price list to establish compliance with the Price Warranty Clause to show the basis for the price charged the Government. Also, to document the "most favored customer price" under the Price Warranty Clause, vendors may submit invoices showing prices billed to their most favored customers for the same or similar quantity. Some factors the Government may consider in determining reasonableness of prices will be invoices and other actual cost data, catalog or market prices paid, comparison to similar items, value analysis, and visual analysis. Based upon the results of the post award audit/review, a mutually acceptable markup rate, or a mutually acceptable revised markup rate, will be negotiated between DSCP and the vendor, and will be incorporated into this agreement by a written modification. The markup rate agreed upon shall apply to calls issued subsequent to the date of the modification and will apply unless and until a subsequent audit/review indicates that a change in the rate is warranted.

i. If an audit/price review results in a determination that there has been overpricing with respect to any particular call(s), the vendor and DSCP will conduct good-faith negotiations toward the end of adjusting the price downward to an acceptable level. Any failure by the parties to agree on an adjustment to the price shall constitute a dispute under FAR clause 52.233-1, "Disputes (ALTERNATE I)". The vendor is cautioned that its failure to submit pricing data and documentation as requested following a determination of overpricing under any call, and/or to enter into good-faith negotiations toward price adjustment may result in termination of this agreement. Additionally, under a DLA-wide approach, the various Supply Centers will share their contractor pricing profiles, and if a vendor is excluded from the BPA at one Center, the vendor may be excluded from the BPA at all DLA Supply Centers.

j. The determination to proceed with issuance of a call under SPEDE does not relieve the vendor of the pricing requirements this Pricing clause.

k. The maximum value of a single call under this agreement shall not exceed \$25,000.00, including the cost of preparation for delivery, transportation, and all applicable taxes. If the value of a single call exceeds \$25,000.00 based on the vendor's proposed price, the vendor shall not perform on the call, but shall respond with the applicable information through SPEDE. Any price, delivery, etc., in said response may be deemed a firm quotation for a period of sixty (60) days for the purchase of the supplies by an alternate simplified purchase method.

### **3. COMMERCIAL WARRANTY**

The contractor agrees that the supplies or services furnished under this agreement shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services

and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

#### **4. ORDERING PROCEDURES**

a. Supplies required subject to the terms of this agreement will be ordered through the use of EDI exclusively. Solicitations will be identified by the prefix SP0599, awards will be identified by a 17-digit number, the first 13-digits consisting of the number assigned to this agreement followed by a 4-digit Call number (all numeric or three numeric preceded by an alpha).

b. The contractor will respond to the solicitation through EDI as soon as possible, but in any event so as to be received at DSCP within 14 calendar days of the issuance of the call. In the event the contractor cannot supply the required items in the specified quantity, or if the total price would exceed \$25,000.00, or if the item is on a Federal shall be considered cancelled if no communication Supply Schedule, contractor will so indicate and furnish an explanatory notation.

#### **5. SAMMS PROCUREMENT BY ELECTRONIC DATA EXCHANGE (SPEDE)**

a. SPEDE is an automated electronic system capable of soliciting, evaluating and awarding requirements up to \$25,000.00. It allows for electronic transmission of documents recognized by the American National Standards Institute (ANSI) X12 Standards and the Department of Defense (DoD) X12 Implementation Conventions for transactions from DSCP to vendors with compatible Electronic Data Interchange (EDI) hardware/software. The transmission passes through a central “hub” or connection point for access to a Value Added Network (VAN) via the Network Entry Point (NEP). DSCP data is transmitted through the NET to the VAN, and it is from the VAN that the ANSI X12 transaction can be received by the vendor.

b. The contractor shall acquire and maintain the minimum requirements for receiving and transmitting EDI transactions in accordance with the approved DoD Conventions. The Government reserves the right to “upgrade” the X12 Convention to allow for technological enhancements.

c. The contractor shall be responsible for all errors or malfunctions regarding any EDI transmission caused by –

(i) the contractor’s personnel or equipment;

(ii) the contractor’s agent or representative, or the agent’s or representative’s personnel or;

(iii) an error or malfunction in a VAN chosen by the contractor or its agent or representative, and such errors or malfunctions shall not be a basis for excusable delay within the meaning of the clause of this agreement entitled “Default” unless such error or malfunction is beyond the control, and without the fault or negligence of, the contractor, the contractor’s agent or representative or the contractor’s selected VAN. When such events occur, the contractor shall contact the Contracting Officer within forty-eight (48) hours or within two business days of first notice of the error or malfunction to arrange for corrective action and/or retransmission.

d. In the event of an error or malfunction in EDI transmission caused by a Government representative or equipment, the Contracting Officer shall immediately notify the contractor and arrange for corrective action and/or retransmission of the data.

e. Upon receipt of an EDI response to a Request for Quotation (RFQ or 843 transaction set) from the vendor, a review is performed within the system to determine if the response is in accordance with all

requirements of the RFQ, including but not limited to the requested Government delivery. If the response conforms to the requirements of the RFQ, it will be evaluated along with the responses of the other BPA holders solicited and an award decision will be made. If all aspects of the response are not in conformance with the requirements of the RFQ, further review will be performed, and if needed, the vendor will be contacted for more information. Notification of award will be electronically transmitted to all bidders. The awardee will receive the EDI citing the next call against their BPA while the unsuccessful bidders will receive the EDI 836 Procurement Notice Transaction informing them which vendor received the award.

f. The above mentioned notification of award will be forwarded via the SPEDE Award Report. Because pre-award review of all elements of the EDI response is performed, vendors are NOT authorized to make shipments of material until notification or receipt of the SPEDE Award Report (850 transaction set) from the Contracting Officer.

g. Both the Government and the contractor agree that use of an “interchange address” in each EDI transmission shall be the equivalent of a written signature and shall have the same force and effect as if it were a written signature.

h. Receipt of an interchange address in the proper EDI transaction element and segment shall signify the intent to be bound by the terms of the request as well as the terms, conditions and all references of this agreement.

i. In the event of an interruption in EDI transmission, and until such time as the interruption ceases, hard copy documents shall be used for conducting those transactions which would normally be accomplished through EDI.

j. The contractor shall provide for adequate security of all EDI transmissions and protect any and all records and data from unauthorized or improper access and distribution.

k. The contractor must have an approved VAN in place prior to participating in EDI transactions with DSCP. The DoD Help Desk, 1-800-EDI-3414, can be contacted to obtain a current list of approved VANs. Approval for any change of the VAN used by the contractor must be obtained from the Contracting Officer in writing or by electronic means prior to any change-over. Use of a VAN that has not been approved by DoD and the Contracting Officer will be deemed unacceptable.

## **6. DELIVERY OF SUPPLIES**

a. Time of delivery:

(i) The required delivery date (RDD) is expressed in the format of year, month, day, e.g., 02 Nov 28. Maximum acceleration of delivery is desired for each call. However, any accelerated delivery will be at no increase in price for that call. In any event, the contractor is not authorized to make shipments of material until notification appears on the SPEDE Award Report.

(ii) Partial shipments are not acceptable.

(iii) Contractor notice regarding late delivery: In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the delivery schedule or date, he shall immediately notify the Contracting Officer, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this agreement. The notification shall provide the revised delivery and indicate that the revised delivery is the best available delivery industry-wide. The vendor will be notified as to the

acceptability of the revised delivery by the Contracting Officer, who may, if the revised delivery is not acceptable, initiate Termination for Default procedures.

b. Minimum/Standard charges:

DSCP prefers to establish these agreements with suppliers having no minimum or standard charges per order, destination, invoice, etc. Minimum/Standard charges are acceptable only if imposed by the contractor's supplier(s). When a minimum/standard charge applies, the vendor shall provide a point of contact with a phone number for their supplier so that this information can be confirmed.

c. Quantity Ordered:

(i) When there is a minimum dollar/order amount, the contractor will respond with a notice in the vendor message area. He must indicate the maximum quantity which falls within his minimum dollar amount in the vendor message area and take no action toward completion of said Call unless and until notified by the Contracting Officer that the minimum is acceptable.

(ii) Except as in (i) above, when a quantity/price break (reduced unit price for a larger quantity) is applicable to ordered supplies, the contractor will respond by indicating the following in the message are of his response: Price Break at Quantity of \_\_\_\_\_ for \$ \_\_\_\_\_. Contractor will take no action toward completion of said Call unless and until notified by the Contracting Officer that the additional quantity is acceptable.

(iii) When more than one order is received for the same item and a quantity price break is applicable to the combined total quantities, the contractor agrees to invoice each such order using the unit price for the combined requirement if the calls are received within twelve (12) calendar days of each other.

d. Part Number Changes:

(i) If the contractor is aware that a required part number set forth in the call has changed, the Contractor will respond with a notice in the message area stating the new part number with the price and delivery and will take no further action toward completion of said call unless and until notified by the Contracting Officer that the new part number is acceptable in accordance with Paragraph 1.f..

(ii) Substitution of part numbers is not authorized unless approved by the Contracting Officer.

## **7. MARKING OF CONTAINERS**

a. The following marking shall be placed on all exterior containers in addition to any other requirements specified at the time the call is placed: Stock No., Nomenclature (Noun Only), Quantity, BPA Call No. (Copies inside), Gross Weight, and Level of Packaging and Packing. A sample of marking would be as follows:

NSN 5310-00-999-9999  
Nut  
5600 Each  
Blanket Purchase Agreement Call Number-  
SP0500-02-A-A001-0001 (Copies of Delivery Ticket, inside)  
Gr. Wt. 10 Pounds Level C/C "Mark For"  
XXXXXXXXXXXXXXXXXXXX (when applicable)

NOTE: WHEN FAST PAY IS APPLICABLE, CONTAINER MUST BE MARKED "FAST PAY".

b. Additional Bar Coding requirements for contractor or vendor-originated shipments:

(i) This requirement applies to shipment of material to a location other than a DLA Distribution Depot, i.e., a direct vendor delivery (DVD).

(ii) In addition to any other marking requirements in this agreement, the following separate lines of bar coded data with Human-Readable Interpretation (HRI) printed directly below the element shall be provided –

(A) Document number and suffix (if applicable) – the document number consists of a 14 character (15 characters when a suffix is included) alpha-numeric code which may be listed on a call as the Requisition Number, Transportation Control Number (TCN), etc.;

(B) National Stock Number (NSN), a 13 digit code without dashes (in the absence of the NSN, the CAGE and Part Number); and

(C) ICP Routing Identifier Code (RIC) which is S9I; Unit of Issue (UI), a two-digit alpha character; Quantity (QTY), a five-position code, including zero fillers left of the number; and condition code (always listed as A). No spaces shall separate the individual data elements.

(iii) These bar code markings shall either be placed on or printed on labels affixed to either the D Form 250/250C or the commercial packing list. If used on DD Form 250/250C, it should be in Blocks 15, 16, 17, etc. In either case, these documents shall be furnished in Packing List Envelopes affixed to the outside of the shipping container.

(iv) The bar code symbology shall be Code 3 of 9 (Code 39) in accordance with AIM BC1 which is available from:

AIM USA  
634 Alpha Drive  
Pittsburgh, PA 15238-2802  
(412) 963-8588

## **8. PREPARATION FOR DELIVERY**

a. Packaging, packing, marking, and labeling shall be in accordance with instructions shown in the order.

b. A copy of each order will be included in the shipment of supplies to the consignee, inside the container. This will serve as a delivery ticket and will be annotated with unit price and extension for each destination less applicable discounts and date of delivery or shipment.

c. The following language details the contractor's responsibilities regarding non-manufactured wood pallets and containers:

All wooden pallets and wood containers (being utilized in the packaging and shipment of items being furnished to the Government) produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-Manufactured Wood Packing Policy and Non-Manufactured Wood

Packing Enforcement Regulations both dated May 30, 2001. All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC", 1.25 inches or greater in height, accompanied by the CAGE code of the contracted manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on opposite sides and ends of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

## **9. PLACE OF DELIVERY**

Material shipped under a call issued in reference to this Agreement shall be delivered to the destination as stated in the BPA call or in accordance with the Consignment Notice that is accessible via the DSCP Internet, <http://www.dscp.dla.mil>. Choose "Command and Staff", then on the next page "Policy", and on the next page, under "DSCP-P Publications for Contractors", choose "Consignment Notice".

## **10. PLACE OF DELIVERY - OVERSEAS**

a. Supplies for shipment overseas are identified by an APO/FPO destination address. The following instructions apply:

(i) When shipment is within parcel post limitations, contractor is authorized to ship.

(ii) When shipment is within parcel post limitations, but the annotation "Do Not Ship Parcel Post" is shown, the contractor shall contact a DSCP Transportation Officer, preferably by sending a fax requesting instructions to (215) 737-8400. If it is necessary to speak with a Transportation Officer, the contractor may call (215) 737-3824, or 3825.

b. To be eligible for shipment via parcel post, weight is limited to 70 pounds and girth to 100 inches. Packages in excess of these limitations require freight shipments.

## **11. FOREIGN MILITARY SALES (FMS) REQUIREMENTS**

a. Calls for Foreign Military Sales (FMS) requirements will be processed through the SPEDE system and require special attention on the part of the vendor. These calls can be identified by a statement on the RFQ "Ship To" section, which reads as follows:

"FMS RQMT - CONTACT TRANS OFC AT ADMIN OFFICE PRIOR TO SHIPMENT"

b. Shipping Information:

Prior to shipment of material under an FMS BPA call, the vendor must contact the DSCP Transportation Office by sending a fax requesting disposition instructions to (215) 737-8400. If it is necessary to speak with a Transportation Officer, the contractor may call (215) 737-3824 or 737-3825.

c. FAR 52.213-1, FAST PAYMENT PROCEDURES (FEB 1998) applies to FMS requirements.

d. Marking of FMS shipments must be in accordance with MIL-STD-129. It is especially important for the contractor to comply with the requirement to mark the nomenclature and requisition number on shipping labels placed on all outside containers. The contractor must ensure that a copy of the DD 250 is placed on the inside and the outside of each package shipped to a freight forwarder. Quality Assurance Representative signature is not required on the DD 250.

e. Restriction on Sales Commissions and Fees:



(i) In accordance with DFARS 252.225-7027, “Restriction on Contingent Fees for Foreign Military Sales”, the requirements herein apply to all FMS calls issued on behalf of the Governments of the countries listed below. The first two positions of the “Mark-For” code identify the requirement country:

Australia	AT	Kuwait	KU
Taiwan	TW	Pakistan	PK
Egypt	EG	Philippines	P1
Greece	CR	Saudi Arabia	SR
Israel	IS	Turkey	TK
Japan	JA	Thailand	TH
Jordan	JO	Venezuela (Air Force)	VE
Republic of Korea	KS		

(ii) For each FMS call issued on behalf of one of the above listed countries, the vendor shall insert the following language on the invoice submitted there under, unless the sales commission or fee had been identified and payment thereof had been approved in writing by the Government of the appropriate country before the vendor completed and returned his response:

“The vendor certifies that the contract price (including any subcontracts awarded hereunder) does not include any direct or indirect costs of sales commissions or fees for contractor sales representatives for the solicitation or promotion or otherwise to secure the conclusion of the sale of any of the supplies or services called for by this contract to the Government of (VENDOR TO INSERT NAME OF COUNTRY).”

(iii) If a commission or fee has not been previously approved, the vendor has the option of removing the commission or fee amount from his price and providing the above certification on the appropriate invoice. If the vendor chooses not to remove the unapproved commission or fee amount from his price, he must reject the call by entering a “No Bid” and indicate in the message area that the reason for this response is the existence of a commission or fee which has not been approved by the Government for which the requirement is to be tilled.

(iv) The vendor is advised that contingent fee agreements are included within the meaning of the phrase ‘sales commissions and fees,’ as used above.

## **12. DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORT (FMS Orders)**

Distribution of Material Inspection and Receiving Reports (DD Form 250) shall be as follows:

The Purchasing Office copy shall be marked DSCP- the DLA Inventory Manager copy shall be marked DSCP- . An additional copy shall be marked DSCP-IAD. These copies shall be forwarded to:

Defense Supply Center Philadelphia  
700 Robbins Avenue  
Philadelphia, PA 19111-5096

Eight copies of the DO Form 250 are required for the FMS representative. These copies shall be mailed to the address specified on the Form 700 included with the order. In accordance with DFARS Appendix F, a copy of the DD Form 250 must be included with each additional package of a multi-package shipment.

### **13. TRANSPORTATION COSTS**

Calls issued under this BPA will be destination price (price includes all transportation charges to destination(s)).

### **14 INVOICE INSTRUCTIONS**

a. Manual invoices -

(i) The contractor will prepare an invoice in a minimum of three copies (original and two copies) for each call completed and will submit said invoices to DFAS-Columbus Center, ATTN: DFAS-CO-SEL, P.O. Box 182317, Columbus, OH 43218-6238.

(ii) The following data shall be included on each invoice:

BPA Number and Call Number	Name & Address of Carrier
NSN	Bill of Lading No. or Other Shipment Documentation No.
Quantity to Destination	Unit of Issue
Unit Price Extension	Additional Charges
Discount Terms	Total Price of Invoice
Date Shipped	Mode of Shipment

(iii) The Contractor shall sign the first copy of each invoice and shall mark said copy "Original Invoice." Non-fast pay orders where delivery is accomplished by other than the post office or a common carrier require a receipted copy of Contractor's delivery document attached to the invoice as evidence of delivery.

b. Electronic invoices –

Invoices may be electronically transmitted using ANSI X12 810 transaction set in lieu of submitting hard copy documents. Transactions are to be sent through the VAN for forwarding to DFAS. Where appropriate and when requested, the vendor may be required to submit corroborating hard copy documentation as directed by finance associates. Otherwise, this transaction set will suffice as notice of invoice.

c. Internet invoices –

(i) To use the DFAS Web Invoicing System (WInS), the Contractor must have a Netscape 4.0 or higher browser. The webpage for the submission of invoices is <http://ecweb.dfas.mil>.

(ii) While copies of invoices do not need to be submitted, the Contractor must retain copies of all invoice data transmitted.

(iii) Further information on using WInS is available in the WInS User Guide which can be accessed at <http://www.dfas.mil/systems/ecedi/webinv.pdf>.

## **15. PAYMENT TERMS**

- a. FAR 52.213-1, Fast Payment Procedure (FEB 1998), is authorized and applicable only when specified in the shipping instructions for direct delivery orders.
- b. FAR 52.232-25, Prompt Payment (FEB 2002), is applicable to all items delivered to a Government depot.

## **16. EXTENT OF QUANTITY VARIATION**

The quantity variation permitted on orders issued under this BPA shall be 0% Increase and 0% Decrease unless otherwise indicated on individual orders.

## **17. INSPECTION AND ACCEPTANCE**

- a. Inspection and acceptance shall be at the ultimate destination.
- b. Notwithstanding the requirements for any Government inspection and test contained in specifications applicable to the individual call, except where inspections or tests are specified for performance solely by the Government, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the call conform to the drawings, specifications and requirements listed in the call, including, if applicable, the technical requirements for the manufacturer's part numbers specified in the call.

## **18. RESPONSIBILITY FOR SUPPLIES**

- a. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the United States Government.
- b. The rights and remedies of the Government provided in this paragraph are in addition to and do not limit any rights afforded to the Government by any other paragraph of this Agreement, including the paragraph governing the inspection of supplies as well as any warranty that may apply.

## **19. DPAS CERTIFICATION**

DO Rating C-9 is certified for national defense under 15 CFR 700 unless otherwise specified in the call.

## **20. FEDERAL SUPPLY SCHEDULE ITEMS ARE EXCLUDED**

The Government and the Contractor agree that no items on Federal Supply Schedules shall be ordered or delivered under this agreement. If, under this BPA, the Government should order an item which the Contractor is obligated to deliver under a Federal Supply Schedule, the Contractor shall inform the Contracting Officer of the existence of the Federal Supply Schedule, together with pertinent identification details, in lieu of making deliveries under this BPA. The Contractor will enter a "No Bid" in his

response, annotate the appropriate information in the message area, and return the electronic transmission to DSCP.

## **21. MANUFACTURER'S IDENTIFICATION LOGO LISTING REQUIREMENT**

### **a. Definitions:**

(i) Manufacturer, as used in this provision means the actual source which substantially makes the supplies, either by hand or machinery, out of the raw materials.

(ii) Manufacturer's Identification Logo as used in this provision, means a unique design normally applied to fasteners during the manufacturing process and used to distinguish such a product from similar products of other manufacturers.

b. Whenever the item description specifies that the manufacturer's identification logo shall be listed with the Defense Supply Center Philadelphia, the supplier shall furnish only the product of a manufacturer who is so listed. Further, the supplier, shall cite the name and address of the manufacturer in the message area of his response.

c. Failure of the supplier to cite the name and address of a listed manufacturer will result in rejection of the call from the system. In such event, the supplier may be bypassed and the award made to another supplier. Further, FAILURE TO FURNISH THE PRODUCT OF A LISTED MANUFACTURER WHEN THE PRODUCT OF A LISTED MANUFACTURER IS REQUIRED WILL BE CAUSE FOR SUSPENSION OR TERMINATION OF THIS BPA WITHOUT NOTICE.

d. Suppliers who desire to have their manufacturer's identification logo listed with the Defense Supply Center Philadelphia must contact the Design and Special Projects Branch (DSCP-ILEA) at the address shown below to obtain the requirements for listing and to submit the manufacturer's logo for review and listing:

Defense Supply Center Philadelphia (DSCP)  
ATTN: DSCP-ILEA  
Design and Special Projects Branch  
700 Robbins Avenue  
Philadelphia, PA 19111-5092

e. All information furnished by the supplier in connection with the listing requirement as outlined in this provision is subject to verification by DSCP-ILEA.

## **22. ACCEPTABLE QUALITY LEVELS**

Quality Assurance Provision (QAP) EQ001 Revision A dated March 1, 1995 applies when specified in the PID. All calls for such items are subject to the terms and conditions of the QAP, which is accessible via the DSCP webpage at <http://www.dscp.dla.mil>. Choose "General & Industrial", then on the next page "Engineering and Technical Support", and on the next page choose "QAPs".

## **23. MATERIAL SAFETY DATA SHEET AND HAZARD WARNING LABEL REQUIREMENT**

a. Calls may be issued under this BPA for items which contain asbestos or other hazardous material. Whenever the item description of the request for quote specifies that the item being purchased contains

asbestos or other hazardous material, the requirements contained in FAR 52.223-3 and DFARS 252.223-7001 apply to the call and the vendor shall submit a Material Safety Data Sheet (MSDS) to DSCP for that item.

b. A Hazard Warning Label (HWL), complying with the requirements set forth in the latest revision of the Occupational Safety and Health Administration's Hazard Communication Standard 29 CFR 1910.1200, shall be submitted in conjunction with the MSDS. The label must contain, as a minimum, the following:

- (i) identity of any hazardous chemicals;
- (ii) appropriate hazard warnings, to include target organ(s);
- (iii) name and address of the manufacturer, importer or other responsible party, i.e., repackager, distributor or dealer.

HWLs shall be displayed on or affixed to containers of hazardous chemicals, products or articles in accordance with the latest revision of MIL-STD-129 and the Occupational Hazard Communication Standard 29 CFR 1910.1200.

c. The following instructions for submission of the MSDS shall apply to calls issued under this agreement in lieu of the instructions contained in the above referenced FAR and DFARS clauses:

(i) The MSDS, together with the HWL, must be forwarded to DSCP 60 days prior to the Contract Delivery Date (CDD) or 30 days prior to actual shipment of material if shipment will be made prior to the CDD.

(ii) The MSDS shall be sent to:

Defense Supply Center Philadelphia  
ATTN: DSCP-ILEB  
700 Robbins Avenue  
Philadelphia, PA 19111-5092

[Envelope must be clearly marked to indicate that it contains MSDS/HWL.]

d. Failure of a vendor to submit the required MSDS/HWL will result in cancellation of the call. Repeated instances of failure to submit the required documentation may result in suspension of vendor's BPA.

e. In the event any item being requested in a call contains hazardous material, but the request for quote does not state that the item contains asbestos (as in the instructions provided above) vendor will "No Bid" and provide an explanation in the message area of his response. Quotes so annotated will not result in an award, and shipment is not authorized.

#### **24. CLAUSES INCORPORATED BY REFERENCE TO FAR/DFARS/DLAD**

a. This agreement incorporates the following FAR/DFARS clauses/provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. These clauses may also be accessed at <http://www.acq.osd.mil/dp/dars>.

<u>FAR Paragraph</u>	<u>Clause Title</u>	<u>Clause Date</u>
52.211-5	Material Requirements	Aug. 2000
52.211-15	Defense Priority and Allocation Requirements	SEP 1990
52.211-16	Variation in Quantity	APR 1984
52.211-17	Delivery of Excess Quantities	SEP 1989
52.222-22	Previous Contracts and Compliance Reports	FEB 1999
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration	MAY 1999
52.233-1	Disputes (Alternate I (DEC 1991))	JULY 2002
52.233-3	Protest After Award	AUG 1996
52.242-17	Government Delay of Work	APR 1984
52.243-1	Changes-Fixed Price	AUG 1987
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	FOB Destination	NOV 1991
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

<u>DFARS Paragraph</u>	<u>Clause Title</u>	<u>Clause Date</u>
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	Nov. 2001
252.243-7001	Pricing of Contract Modifications	DEC 1991

b. FAR 52.252-2, Clauses Incorporated By Reference (Feb. 1998) Applicable when aggregate of calls exceeds \$10,000.00. FAR/DFARS clauses/provisions listed below, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text, and made a part of this agreement as applicable.

<u>FAR Paragraph</u>	<u>Clause Title</u>	<u>Clause Date</u>
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred Suspended, or Proposed for Debarment. <i>(Applies to orders above \$25,000.00)</i>	JUL 1995
52.213-1	Fast Payment Procedures <i>(See Paragraph 13 for applicability)</i>	FEB 1998
52.219-6	Notice of Total Small Business Set-Aside <i>(Applies to orders above \$2500.00)</i>	JUL 1996
52.222-3	Convict Labor <i>(Applies to orders between \$2500.00 and \$10,000.00)</i>	AUG 1996
52.222-20	Walsh-Healey Public Contracts Act <i>(Applicable if aggregate of calls placed within one year of date of agreement exceeds \$10,000)</i>	DEC 1996
52.222-26	Equal Opportunity <i>(Applicable when aggregate of calls exceeds \$10,000.00)</i>	APR 2002
52.222-29	Notification of Visa Denial <i>(Applicable when FAR 52.222-26 applies and contractor is required to perform in and on behalf of a foreign government)</i>	FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era <i>(Applicable when aggregate of calls exceeds \$10,000)</i>	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities <i>(Applicable when aggregate of calls exceeds \$10,000)</i>	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans <i>(Applicable when aggregate of calls exceeds \$10,000)</i>	JAN 1999
52.223-3	Hazardous Material Identification and Material <i>(See paragraph 21 for applicability)</i>	JAN 1997
52.225-13	Restriction on Certain Foreign Purchases <i>(Applies to orders exceeding \$2500.00)</i>	JUL 2000

52.232-23	Assignment of Claims (Applies to orders above \$2500.00)	JAN 1986
52.232-25	Prompt Payment (See Paragraph 13 for applicability)	FEB 2002
52.247-52	Clearance and Documentation Requirements - Shipments to DoD Air or Water Terminal Transshipment Points (Applicable to shipments consigned to DoD air or water terminal transshipment points)	APR 1984

<u>DFARS Paragraph</u>	<u>Clause Title</u>	<u>Clause Date</u>
252.223-7001	Hazard Warning Labels (See Paragraph 21 for applicability)	DEC 1991
252.225-7001	Buy American Act and Balance of Payment Program (Applies to orders between \$2500.00 and \$100,000.00)	MAR 1998
252.225-7000	Buy American Act-Balance of Payments Program Certificate (Applies to orders between \$2500.00 and \$1000,000.00)	SEP 1999
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (Applies to FMS orders)	MAR 1998
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (Applies to FMS orders)	DEC 1991

c. DLAD clauses incorporated by reference. Their full text is available at <http://procregs.hq.dla.mil>

<u>DLAD Paragraph</u>	<u>Clause Title</u>	<u>Clause Date</u>
52.217-9002	Conditions for Evaluation and Acceptance of Offers for Part-Numbered Items (Applies to Orders for Part-Numbered Items).	JULY 2002
52.233-9000	Agency Protests	SEP 1999

## **25. Remittance**

### **a. Electronic Funds Transfer (EFT) Payments:**

The Government will make payment to the contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the contractor's EFT information changes, the contractor is responsible for providing the updated information to the CCR database.



b. Manual Payments:

In cases where the Government is unable to release one or more payments via EFT, payment will be made by check. Indicate below if the payment address is different from the contractor's business address cited on the first page of this agreement.

Mail payment to address shown below:

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(To be filled in by vendor upon execution of document)

QML / QSL Compliance:

In regard to those BPA calls which require compliance to QML /QSL ,only manufacturers on the Qualified Suppliers List for Manufacturers (QSLM) and distributors on the Qualified Supplier List For Distributors (QSLD) which appear on the Qualified Supplier List are eligible for award. A qualified manufacturer / distributor is a concern who has met the requirements for qualification and whose name and business address is entered on the applicable QSL. QSL status must be in place prior to the award of any BPA call. If you receive a call with a QML requirement and are not QSLM or QSLD please respond with a no quote.